Birmingham Printing Pressmen's Local Union #55 ***and*** **The Birmingham News Company.** Case 10–CB–4391

September 28, 1990

DECISION AND ORDER

BY MEMBERS CRACRAFT, DEVANEY, AND OVIATT

On January 15, 1985, Administrative Law Judge Lawrence W. Cullen issued the attached decision. The Respondent and the Charging Party Employer filed exceptions and supporting briefs, and each submitted an answering brief to the other party's exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs, and has decided to affirm the judge's rulings, findings, and conclusions only to the extent consistent with this Decision and Order.

We adopt the judge's finding that the Respondent violated Section 8(b)(1)(A) of the Act by maintaining in effect a provision in its International Union's constitution restricting its employee-members' right to resign. We also agree with the judge's conclusions that Charles Freeman, an assistant pressroom foreman, is not a supervisor as defined by the Act and that the Respondent further violated Section 8(b)(1)(A) by refusing to recognize and give effect to Freeman's resignation from union membership. Contrary to the judge, however, we find that the Respondent did not violate Section 8(b)(1)(B) of the Act by merely refusing to accept the resignations of statutory Supervisors Billy Holsombeck and James Howell.

Regarding Freeman's status, the Employer argued in its exceptions that Freeman was a statutory supervisor because he possessed the authority to discipline employees, independently direct their work, adjust grievances, make effective recommendations about hiring and whether to grant overtime and days off, and because he possessed various secondary indicia of supervisory authority. The burden of disproving Freeman's employee status rests on the oEmployer as the party asserting that he is a supervisor.[1] In rejecting the Employer's contention, we note that, as the judge found, Freeman worked in the platemaking department with only one other employee, a 28-year veteran who needed no significant direction of his work. The single incident offered as evidence of Freeman's disciplinary authority, where Pressroom Foreman Holsombeck told a pressroom employee that Freeman was a supervisor who possessed the authority to direct his work, was too isolated to establish supervisory status. Further, the record shows that any direction Freeman gives the pressroom employees, who come into the plateroom to pick up the plates necessary for running their printing presses, is routine in nature and does not require the exercise of any independent judgment. Regarding Freeman's alleged hiring authority, the evidence discloses that he does nothing more than sit in on the hiring interviews that Holsombeck conducts. Although the Employer consults with Freeman concerning overtime work or time off for the other platemaking employee, it appears that little discretion is involved in these decisions because the Employer has a policy that ''[t]he plateroom has to stay in operation as long as the press is running.''

Finally, although one of the Employer's management officials testified that Freeman has the authority to adjust grievances, he had never done so and there was accordingly no evidence as to the substance of such alleged authority. We also note the evidence that Holsombeck and Assistant Pressroom Foreman Howell are the Employer's principal representatives to resolve grievances arising from pressroom operations and that at least one of them is generally available, if needed, to perform this function.

In sum, we find that this is too skimpy a record on which to predicate a finding that Freeman has the authority of a 2(11) supervisor or acts as the Employer's representative for collective bargaining and the adjustment of grievances within the meaning of Section 8(b)(1)(B). Accordingly, we conclude that Freeman is a rank-and-file employee and that the Union violated Section 8(b)(1)(A) of the Act by refusing to accept his resignation.[2]

Statutory Supervisors Holsombeck and Howell also attempted to resign from the Union and the Union similarly refused to recognize and accept their resignations.[3] The judge found that refusal unlawful based on the Board's decision in *Typographical Union (Register Publishing)*, 270 NLRB 1386 (1984), which held that a union's refusing to recognize and give effect to the effective resignations of various supervisor members of the union violated Section 8(b)(1)(B) of the Act. For the following reasons, we reverse that conclusion of the judge.

[1] *Soil Engineering Co.*, 269 NLRB 55 (1984).

[2] *Pattern Makers League v. NLRB*, 473 U.S. 95 (1985), and *Sheet Metal Workers Local 73 (Safe Air)*, 274 NLRB 374 (1985).

[3] Based on the evidence that Holsombeck is responsible for adjusting pressroom employees' grievances and that Howell often sits in on these discussions and substitutes for Holsombeck when the latter is absent, we find that both supervisors are 8(b)(1)(B) representatives for the Employer within the meaning of the Supreme Court's decision in *NLRB v. Electrical Workers IBEW Local 340*, 481 U.S. 573 (1987). This is a necessary predicate to any further consideration of whether the refusal to accept their resignations violated Sec. 8(b)(1)(B). In *Electrical Workers IBEW Local 340*, which issued subsequent to the judge's decision here, the Supreme Court rejected the Board's position that an employer could be regarded as subject to 8(b)(1)(B) restraint or coercion even with respect to supervisors who did not currently possess authority on the employer's behalf to adjust grievances or engage in collective bargaining.

In *Register*, the union was alleged to have violated Section 8(b)(1)(*A*) by refusing to accept the resignation from membership submitted by an employee, and Section 8(b)(1)(*B*) by refusing to accept the resignations from membership submitted by three supervisors/employer-representatives.

The Board in *Register* found *both* violations, expressly relying on three cases[4] for the proposition that ''where a union's bylaws contain an invalid restriction on resignation, a union violates Section 8(b)(1) by refusing to acknowledge the effectiveness of its members' resignations.'' 270 NLRB at 1386. The Board concluded that by refusing to accept the resignation of the employee, the union violated Section 8(b)(1)(A). This conclusion was entirely consistent with the cited precedent. Indeed, it is entirely consistent with the very similar violation of Section 8(b)(1)(A) which the judge found and we affirm in the instant case.

The finding of an 8(b)(1)(*B*) violation in *Register*, based on the union's refusal to accept the resignations of the supervisors/employer-representatives, is a much different matter from the finding of an 8(b)(1)(A) violation based on the union's refusal to accept the resignation of the employee.

Section 8(b)(1)(B) protects a fundamentally different right (an *employer's* right to select is own representative for purposes of collective bargaining or grievance adjusting) than the right protected by Section 8(b)(1)(A) (an *employee's* right to engage in or refrain from engaging in the activities protected by Section 7). Section 8(b)(1)(B) prohibits fundamentally different conduct (restraint or coercion of an *employer*) than the conduct prohibited by Section 8(b)(1)(A) (restraint or coercion of *employees*). Furthermore, statutory supervisors, unlike statutory employees, do not have a right protected by the Act to resign from union membership.[5]

In finding an 8(b)(1)(B) violation based on the refusal to accept the resignations of the employer-representatives, the Board in *Register* appears simply to have lumped the 8(b)(1)(A) and (B) allegations together and, relying on the three cases referred to above (which did not involve Section 8(b)(1)(B)), concluded as follows: [W]e find that by refusing to recognize and give effect to the effective resignation of employee Scherb, Respondent Local violated Section 8(b)(1)(A) of the Act. *Similarly*, we find that by refusing to recognize and give effect to the effective resignations of Supervisors King, McNulty, and Vincenti, Respondent Local violated Section 8(b)(1)(B) of the Act.[6]

None of the three cases expressly relied on in *Register* for ''similarly'' finding an 8(b)(1)(B) refusal to accept the resignations of the employer-representatives contained any 8(b)(1)(B) issues.[7] The refusals to accept resignations in *Houston Lighting*, *Lockheed-California*, and *Capitol-Husting* were alleged to have violated only Section 8(b)(1)(A). Thus, we find that those cases provide no support for the Board's 8(b)(1)(*B*) finding in *Register*.

Nor has the Board in turn ever relied on *Register* for finding a violation of Section 8(b)(1)(B) based on a refusal to accept a resignation from union membership of a supervisor/employer-representative. While *Register* has been cited often and properly (including by the judge in the instant case) in support of a finding that the refusal to accept an *employee's* resignation violates Section 8(b)(1)(A),[8] it has not been cited in support of a finding that the refusal to accept an employer-representative's resignation, without more, violates Section 8(b)(1)(B). Accordingly, we overrule *Typographical Union (Register Publishing)*, supra, to the extent that it is inconsistent with this decision.

Thus, the Union's refusal here to recognize and give effect to the resignations tendered by Holsombeck and Howell can be found unlawful only if it is shown that the Union thereby coerced and restrained *the Employer* in the selection of its 8(b)(1)(B) representatives. As the Supreme Court stated in *NLRB v. Electrical Workers IBEW Local 340*, supra at 594, ''[t]he statute itself reveals that it is the employer, not the supervisor-member, who is protected from coercion by the statutory scheme.'' We are not satisfied from the record in this case that the General Counsel has established that the Union interfered with the *Employer's* statutory rights under Section 8(b)(1)(B) merely by refusing to accept the resignations of Supervisors Holsombeck and Howell. Restraint and coercion of the Employer in these circumstances is too speculative. Cf. *Sheet Metal Workers Local 68*, supra, in which the Board found the union violated Section 8(b)(1)(B) by imposing fines on supervisor-members for resigning and for returning to work during a strike.[9] Accordingly, we conclude that the Union has not, as alleged, violated Section

[4] *Electrical Workers IBEW Local 66 (Houston Lighting)*, 262 NLRB 483 (1982); *Machinists Lodge 727 (Lockheed-California)*, 250 NLRB 303 (1980); *Distillery Workers Local 80 (Capitol-Husting)*, 235 NLRB 1264 (1978).

[5] *Sheet Metal Workers Local 68 (DeMoss)*, 298 NLRB 1000 (1990).

[6] 270 NLRB at 1386–1387 (emphasis added).

[7] Nor did the case overruled by the Board in *Register—Graphic Arts Local 32B (Banta Division)*, 250 NLRB 850 (1980)—involve any 8(b)(1)(B) issues.

[8] See, e.g., *Glass & Pottery Workers Local 158 (Atlas Foundry)*, 297 NLRB 425 (1989); *Auto Workers Local 148 (McDonnell-Douglas)*, 296 NLRB 970 (1989); *Auto Workers Local Local 128 (Hobart Corp.)*, 283 NLRB 1175 (1987); *Auto Workers 449 (National Metalcrafters)*, 283 NLRB 182 (1987). See also *Machinists Local 1414 (Neufeld Porsche-Audi)*, 270 NLRB 1330 (1984), approved in *Pattern Makers League v. NLRB*, 473 U.S. 95, 103 (1985).

[9] Member Devaney, who did not participate in that case, does not pass on the Board's decision there.

Member Cracraft dissented from the finding of an 8(b)(1)(B) violation in *DeMoss*. She notes that the Union's rule and conduct at issue here in no way affect the supervisor-member ''in performing the duties of, and acting in his capacity as grievance adjuster or collective bargainer on behalf of the employer.'' *Florida Power & Light Co. v. Electrical Workers IBEW*, 417 U.S. 790, 804–805 (1974), quoted with approval in *NLRB v. Electrical Workers IBEW Local 340*, supra.

8(b)(1)(B) of the Act, and we shall dismiss this complaint allegation.

AMENDED CONCLUSIONS OF LAW

1. Delete Conclusion of Law 4 and renumber subsequent paragraphs.

2. Insert the following as new Conclusions of Law 6.

''(6) The Respondent has not otherwise violated the Act.''

ORDER

The National Labor Relations Board orders that the Respondent, Birmingham Printing Pressmen's Union Local #55, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Maintaining and giving effect to the following provision of the constitution of the Graphic Communications International Union:

> Article XX, Section 12, Resignation A member may resign from membership, upon approval of the Local Executive Board, only if he is in good standing and has ceased to be engaged as an employee or in a supervisory capacity in an industry within the jurisdiction of the International Union, as defined in Article II, Section 6, Jurisdiction. Upon resignation, all rights, privileges and other benefits of membership shall terminate automatically including coverage and benefits under any Plan except as such Plan may expressly provide otherwise. Such person shall thereafter be entitled to apply for membership only as a new member upon the terms and conditions prevailing at the time.

(b) Restraining or coercing its members who are statutory employees by refusing to recognize and give effect to their effective resignations from the Union.

(c) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Remove from its governing documents the portion of the constitution of the Graphic Communications International Union which restricts resignations from the Union by members who are statutory employees.

(b) Give full effect to Charles Freeman's effective resignation from the Union, and remove from its records all references to its unlawful refusal to recognize and give effect to Freeman's resignation.

(c) Post at its business office and meeting halls copies of the attached notice marked ''Appendix.''[10] Copies of the notice, on forms provided by the Regional Director for Region 10, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Deliver to the Regional Director for Region 10 signed copies of the notice in sufficient number to be posted by The Birmingham News, if it is willing to post them, in all places where notices to employees are customarily posted.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[10] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

APPENDIX

NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT maintain and give effect to the following provision of the constitution of the Graphic Communications International Union:

> Article XX, Section 12, Resignation A member may resign from membership, upon approval of the Local Executive Board, only if he is in good standing and has ceased to be engaged as an employee or in a supervisory capacity in an industry within the jurisdiction of the International Union, as defined in Article II, Section 6, Jurisdiction. Upon resignation, all rights, privileges and other benefits of membership shall terminate automatically including coverage and benefits under any Plan except as such Plan may expressly provide otherwise. Such person shall thereafter be entitled to apply for membership only as a new member upon the terms and conditions prevailing at the time.

WE WILL NOT restrain or coerce our members who are statutory employees by refusing to recognize and give effect to their effective resignations from the Union.

WE WILL NOT in any like or related manner restrain or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL remove from our governing documents the portion of the constitution of the Graphic Communications International Union which restricts resignations from the Union by members who are statutory employees.

WE WILL give full effect to Charles Freeman's effective resignation from the Union, and remove from our records all references to our unlawful refusal to recognize and give effect to Freeman's resignation.

BIRMINGHAM PRINTING PRESSMEN'S LOCAL UNION #55

Virginia L. Jordan, Esq., for the General Counsel.
Sandra L. Hughes, Esq. (Delson & Gordon), of Washington, D.C., for the Respondent.
Hubert A. Grissom, Jr., Esq. (Johnston, Barton, Proctor, Swedlaw & Naff), of Birmingham, Alabama, for the Employer.

DECISION

STATEMENT OF THE CASE

LAWRENCE W. CULLEN, Administrative Law Judge. This case was heard before me on November l6, l984, at Birmingham, Alabama. The hearing was held pursuant to a complaint issued by the Regional Director for Region l0 of the National Labor Relations Board (the Board) on October l8, l984. The complaint is based on a charge filed by The Birmingham News Company (the Charging Party or the Employer) on August 24, l984, and alleges that Birmingham Printing Pressmen's Local Union #55 (the Respondent or the Union) has violated Section 8(b)(l)(A) of the National Labor Relations Act (the Act) by adopting and maintaining in force and effect the bylaws of the Graphic Communications International Union (the GCIU) which restrict the rights of employees to resign from their membership with Respondent and that Respondent has violated Section 8(b)(l)(B) of the Act by refusing to permit the Employer's pressroom foreman Billy P. Holsombeck and assistant pressroom foremenJames Howell and Charles Freeman from resigning their membership in Respondent and thereby restraining and coercing the Employer in the selection of its representatives for the purposes of collective bargaining and the adjustment of grievances. The complaint is joined by the answer of the Respondent Union wherein it denies the commission of the alleged violations of the Act.

Upon the entire record in this proceeding, including my observation of the witnesses who testified, and after due consideration of the positions of the parties and briefs filed by the General Counsel and counsel for Respondent, I make the following

FINDINGS OF FACT AND ANALYSIS[1]

I. JURISDICTION

The complaint alleges, the Respondent admits, and I find that the Charging Party is an Alabama Corporation with an office and place of business located at Birmingham, Alabama, where it is engaged in the operation of a daily newspaper; that the Employer during the past calendar year (prior to the filing of the complaint), a representative period, derived gross revenues in excess of $200,000, subscribed to various interstate news services, published various nationally syndicated features, and advertised various nationally sold products; and that the Employer is, and has been at all times material, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATION

The complaint alleges, the answer admits, and I find that Respondent is, and has been at all times material, a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

This case concerns the Union's maintenance in effect of the following provision of the GCIU constitution:

> Article XX, Section l2, Resignation
> A member may resign from membership, upon approval of the Local Executive Board, only if he is in good standing and has ceased to be engaged as an employee or in a supervisory capacity in an industry within the jurisdiction of the International Union, as defined in Article II, Section 6, Jurisdiction. Upon resignation, all rights, privileges and other benefits of membership shall terminate automatically except as such Plan may expressly provide otherwise. Such person shall thereafter be entitled to apply for membership only as a new member upon the terms and conditions prevailing at the time.

It also concerns its restraint of three of its members employed by the Employer from resigning their membership in Respondent who are also alleged by the complaint to be supervisors under the Act.

The facts are largely undisputed in this case. Thus, the Union acknowledges that it maintains and enforces the GCIU provision restricting the resignation of its members. The Union contends that its restriction of its members from resigning is lawful. In its brief, the Union concedes the supervisory status of pressroom foreman Holsomback and Assistant Pressroom Foreman Howell. The Union has contested the supervisory status of Assistant Pressroom Foreman Charles Freeman.

James Payton, the production operations director of the Charging Party, testified that Pressroom Foreman Billy Holsombeck is in charge of the entire pressroom operations with overall responsibility for the employees in that department and that he has authority to hire and fire, grant time off, promote to supervisory positions, discipline employees, determine whether overtime is to be worked under certain

[1] The following includes a composite of the credited testimony of the witnesses at the hearing.

circumstances, and has exercised the authority to do so with the possible exception of discharging an employee as there have been no discharges in recent years. Payton also testified that Assistant Pressroom Foreman James Coy Howell is responsible for the entire pressroom operation in the absence of Holsombeck; that he otherwise is responsible for assigning work through the various assistant foremen,[2] and takes part in hiring decisions with Holsombeck and has authority to fire, although this has not occurred, and has the authority to discipline employees. Further, he has authority to direct the employees on a daily basis, transfers employees within the department on a daily basis, grants time off to employees, sits in with Holsombeck as the Charging Party's representative on grievances, and has authority to settle grievances, attends supervisory meetings and has approximately l2 assistant foremen and 44 journeymen under his supervision. He has authority to approve overtime work and spends approximately 75 percent of his time in performing his supervisory responsibilities. Payton testified further that Assistant Pressroom Foreman Charles Freeman has responsibility for directing the work of the employees assigned to the platemaking operation of the pressroom department. This normally involves only a single journeyman employee who is a long-term employee who has not required a great deal of direction by virtue of his experience and his satisfactory job performance, although on occasion other employees may be assigned to this operation as required. He also coordinates the activities of the platemaking operation with the assistant pressroom foreman in charge of the night-shift platemaking operation. Payton testified that Freeman is the Charging Party's representative in the first step of the grievance procedure, although he has never been required to handle a grievance. He attends staff meetings and quality control meetings. He effectively recommends overtime as required in the platemaking department to the foreman in charge of the pressroom. On one occasion, Freeman ordered a journeyman employee who was working in another area of the pressroom to perform a task and the employee objected, contending that Freeman did not have the authority to do so. Freeman obtained Howell, the foreman in charge at the time, and Howell informed the employee that Freeman was a supervisor and did have the authority to order him to perform the task. The employee normally assigned to the platemaking department goes directly to the foreman and bypasses Freeman as a matter of course in requesting time off, but the foreman checks with Freeman before allowing him time off. As of the date of the hearing, Freeman had not hired, promoted, or discharged any employee. Freeman has filled in at supervisory meetings but has not handled any grievances. Freeman has trained employees and has responsibility for ordering materials with average expenditures of $l2,000 per month for the platemaking department. Freeman is paid a salary differential in addition to that paid to journeymen employees and receives no overtime compensation whereas the journeymen employees are paid overtime. The Union also called Robert Maxwell a journeyman employee and the secretary-treasurer of the Union. Maxwell testified that he rarely sees Freeman outside of the platemaking department and that Freeman is not familiar with pressman work outside of the platemaking department and therefore does not have the requisite skills to order journeymen pressmen to do work and that he himself has primarily dealt with the single journeyman employee in the platemaking department when he required plates.

I find that Holsombeck and Howell are supervisors under Section 2(11) of the Act. I find, however, that Freeman is not a supervisor under Section 2(11) but rather is a highly skilled leadman employee with substantial responsibility for the platemaking operation but who does not exercise the independent judgment characteristic of supervisory authority. There was virtually no evidence presented at the hearing which would support a finding that Freeman was a supervisor with the exceptions of his recommendation of overtime, his attendance at quality control meetings, and a single incident wherein another employee was told to comply with the work direction issued to him by Freeman. Rather, the evidence showed that on a day-to-day basis Freeman exercises virtually no supervisory authority but works in the platemaking department with a single employee who, by virtue of his experience and lack of a disciplinary record, admittedly requires no supervision and who, as a matter of longstanding practice, bypasses Freeman when requesting time off although Freeman is consulted by the pressroom foreman concerning the allowance of time off.

Although there was testimony that in an occasional peak period another employee might be assigned to the platemaking department, the standard supervisory ratio in the platemaking department is one-on-one. See *Washington Post Co.*, 229 NLRB 490, 494 (1977);*Westlake United Corp.*, 236 NLRB 1114, 1116 (1978); *Print-O-Stat, Inc.*, 247 NLRB 272, 273 (1980); *20th Century Press*, 107 NLRB 292, 295 (1953); *Alco-Gravure, Inc.*, 249 NLRB l0l9 (l980).

Although there was secondary evidence of Freeman's alleged supervisory status by virtue of his increment of pay and benefits over and above that accorded journeymen employees and his salaried status, this evidence is persuasive only and cannot support, on its own merits, a finding of supervisory status in this case. *Alco-Gravure, Inc.*, supra.

The Board has recently decided cases involving the issues in this case. Thus, in*Machinists Local 1414 (Neufeld Porsche-Audi)*, 270 1330 (1984), the Board reviewed its past NLRB decisions in *Machinists Local 1327 (Dalmo Victor)*, 231 NLRB 719 (1977), enf. denied and reinstated 608 F.2d 1219 (9th Cir. 1979)*(Dalmo Victor I)*, and *Machinists Local 1327 (Dalmo Victor)*, 263 NLRB 984 (1982), enf. denied 725 F.2d 1212 (9th Cir. 1984) *(Dalmo Victor II)*, as well as Supreme Court decisions *Allis-Chalmers Mfg. Co.*, 388 U.S. 175 (1967); *Scofield v. NLRB*, 394 U.S. 423 (1969); *NLRB v. Textile Workers Local 1029 (International Paper)*, 409 U.S. 2l3 (1972); *Machinists Lodge 405 (Boeing Co.) v. NLRB*, 4l2 U.S. 84 (1973), concerning the legality of restrictions placed by unions on the rights of their members to resign. In *Neufeld Porsche-Audi*, the Board concluded that ''restrictions on resignations impair the fundamental policies found in the express language and consistent interpretation of Section 7. That section grants employees the right to refrain from any or all protected concerted activities. This statutory right encompasses not only the right to refrain from strikes,

[2] Several years prior to the instant complaint, the Employer had utilized a classification of ''men-in-charge'' which was included in the collective-bargaining agreement. As the Employer's operations became more highly automated and the cost of the equipment increased dramatically, the Employer, according to the testimony of Payton, perceived a need to put a foreman in charge of each press. The Union concurred and the assistant foremen were then utilized to assume responsibility for the presses and the ''men-in-charge'' positions were no longer filled.

but also the right to resign union membership.'' In the *Neufeld Porsche-Audi* case, the Board found that the Union violated Section 8(b)(l)(A) of the Act by imposing a fine on an employee for returning to work during a strike after he had resigned his membership in the Union. Although the Union has not imposed a fine in the case before me, the Union's restriction of its members from resigning nonetheless violates the Act. Thus, in *Typographical Union (Register Publishing)*, 270 NLRB 1386 (l984), the Board also found that the Respondent Union violated Section 8(b)(l)(A) of the Act by maintaining its bylaws restricting resignation except upon the consent of the local union citing in support thereof its recent decision in *Engineers of Scientists Guild (Lockheed-California)*, 268 NLRB 311 (1983), wherein it found that the mere maintenance of a provision restricting resignation was violative of Section 8(b)(1)(A) of the Act. In*Typographical Union (Register Publishing)*, the Board also found that the Respondent Union had violated Section 8(b)(1)(B) of the Act by ''refusing to recognize and give effect to the effective resignations'' of three supervisors of the Charging Party Employer.

The Board's recent decisions in *Neufeld Porsche-Audi*, *Register Publishing*, and *Lockheed-California*, are controlling in this case. I accordingly find that the Respondent Local Union violated Section 8(b)(1)(A) of the Act by maintaining in force the bylaws of its International Union which placed restrictions on the rights of its local union members to resign from the Union. I find that the Respondent violated Section 8(b)(1)(B) of the Act by refusing to recognize and give effect to the resignations of supervisors Billy Holsombeck and James Howell. I find that Respondent violated Section 8(b)(l)(A) of the Act by refusing to recognize and give effect to the resignation of employee Charles Freeman from the Union.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES ON COMMERCE

The unfair labor practices of Respondent as found in section III in connection with the operations of the Employer as found in section I have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing the flow of commerce.

CONCLUSIONS OF LAW

1. The Employer, The Birmingham News Company, is an employer within the meaning of Section 2(6) and (7) of the Act.

2. The Respondent, Birmingham Printing Pressmen's Local Union #55, is a labor union within the meaning of Section 2(5) of the Act.

3. Respondent violated Section 8(b)(1)(A) of the Act by maintaining in force and effect the constitution of its International Union which places unlawful restrictions on the rights of its members to resign their membership in the Union.

4. Respondent violated Section 8(b)(1)(B) of the Act by refusing to recognize and give effect to the effective resignations of Supervisors Holsombeck and Howell from their membership in the Union.

5. Respondent violated Section 8(b)(1)(A) of the Act by refusing to permit employee Freeman to resign from the Union.

6. The aforesaid unfair labor practices have a close, intimate, and substantial effect on the free flow of commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that Respondent has violated Section 8(b)(1)(A) and (B) of the Act, I shall recommend that it be ordered to cease and desist therefrom, remove its records of the provision restricting the resignation of its members, and remove from its records any references to its refusal to give recognition to the resignations of Holsombeck, Howell, and Freeman, and recognize and give full effect to their resignations as members of the Union.

[Recommended Order omitted from publication.]